

## ASSIGNMENT OF MORTGAGE

LENDER (FAMC) Loan Number: 63768

MIN: 100010980007419608

MERS Phone: 1-888-679-6377

For Value Received, FRANKLIN AMERICAN MORTGAGE COMPANY, its successors and assigns, hereby assigns and transfers to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc., its successors and assigns, (as nominee for GREAT WESTERN BANK, its successors and assigns), P. O. BOX 4340 OMAHA, NE 68104, all its right, title and interest in and to a certain mortgage executed by JAMES W. GREEN AND WIFE, JANETTE B. GREEN to COMMERCIAL BANK & TRUST and bearing the date of the 19 of November A.D. 2001 and recorded on the 27th day of November A.D. 2001 in the office of the Recorder of DE SOTO County, State of MISSISSIPPI in Book 1416 Pages 317

Signed on the 4 of June A.D. 2002

FRANKLIN AMERICAN MORTGAGE COMPANY

By: Richard DrennonRichard Drennon  
Shipping SupervisorState of Tennessee }  
County of Williamson } SS:

On the 4 of June A.D. 2002, before me a Notary Public, personally appeared Richard Drennon, to me known, who being duly sworn, did say the he or she is the Shipping Supervisor of Franklin American Mortgage Company, and the said instrument was signed on behalf of said corporation

Bernita J. HillBernita J. Hill  
Notary Public

EXPIRES : 07/30/2005

FRANKLIN AMERICAN MORTGAGE COMPANY  
501 Corporate Center Drive Suite 400  
Franklin, TN 37067  
ATTN: FINAL DOCS Dept.

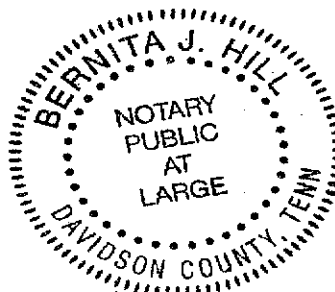
Intervening Assignment: This Assignment is not subject to the requirements of section 275 of real property law because it is an assignment in the secondary mortgage market.

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STATE MS.-DE SOTO CO.  
FILED

JUL 23 12 41 PM '02

BK 1535 PG 167  
W.E. DAVIS CH. CLK.

## TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto of State of Mississippi:  
 [Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

Lot 11, Section B, First Revision, Hunters Run Subdivision, in Section 16, Township 1 South, Range 6 West, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 22, Pages 39-40, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Being the same property conveyed to the Borrower by Warranty Deed of record at Book 273, Page 131, in the Chancery Clerk's Office of DeSoto County, Mississippi.

which currently has the address of 9040 Brookhollow Drive., Olive Branch, MS 38654  
 [Street]  
Olive Branch, Mississippi 38654 ("Property Address"):  
 [City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.